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In reply to Office Action mailed December 7, 2004
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REMARKS

This is in response to the final Office Action mailed on December 7, 2004. Claims 51-80 are pending in the case and are rejected. With this amendment, claims 51, 61 and 71 are amended. The remaining claims are unchanged.

Claims 51-80 were rejected under 35 U.S.C. 103(a) as being unpatentable over Odom in view of Purcell. Applicants' respectfully submit that the amended claims included features not shown in the combination of reference, and that the amended claims are patentably distinguishable from the prior art of record.

For example, the claims set forth the features of "checking a credit of at least one of the buyers with a third party based on the terms form prior to opening a letter of credit with a bank." These features are not shown or suggested in the reference. Odom fails to teach or suggest checking a credit, as set forth in the Office Action of June 14, 2004. Purcell makes no reference to credit and only describes managing inventory information. Pages 1 and 2 of the Specification, the "admitted prior art," state only that the buyer instructs the bank to open a Letter of Credit, and there is no mention of checking a credit. The prior art does not show or suggest the distinct activities with distinct parties of "checking a credit . . . with a third party . . . prior to opening a letter of credit with a bank" in the amended claims. Because these features are missing from each of the references separately, they cannot be found in any proposed combination.

In another example, the claims set forth the feature of "providing at least one of the sellers with the terms form and an indication as to available credit of at least one of the buyers for processing information generated by the at least one of the buyers." Again, these features are not shown in any of the references. Purcell clearly fails to teach or suggest these features. The "admitted prior art" does not teach providing a terms form to the seller, providing an indication of the credit, or using the terms form and an indication of available credit for processing information generated by at least one of the buyers. In addition, Odom fails to teach or suggest using the terms form and an indication of available credit for processing information generated by at least one of the buyers. The processing of information in Odom is done with the users bid, not the terms form and the available credit. Again, because these features are missing from each of the references separately, they cannot be found in any proposed combination.

Applicants respectfully submit that the amended claims are patentably distinguishable from the prior art of record. And Applicants respectfully request favorable action and allowance.

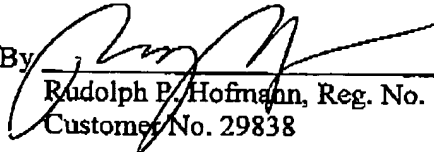
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CONCLUSION

Applicants now submit that all pending claims are allowable and respectfully request that a Notice of Allowance be issued in this case. In the event a telephone conversation would expedite the prosecution of this application, the Examiner may reach the undersigned at (612) 607-7340.

If any fees are due in connection with the filing of this paper, then the Commissioner is authorized to charge such fees including fees for any extension of time, to Deposit Account No. 50-1901 (Reference 60021-339701).

Respectfully submitted,

By 
Rudolph P. Hofmann, Reg. No. 38,187
Customer No. 29838

Oppenheimer Wolff & Donnelly, LLP
45 South Seventh St.
Plaza VII, Suite 3300
Minneapolis, MN 55402-1609
Telephone: 612-607-7340
Facsimile: 612-607-7100
E-mail: RHofmann@oppenheimer.com